

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND

MICHELLE MILBURN,	:	
Plaintiff,	:	
	:	
V.	:	C.A. No. 15-cv-00305-ML-LDA
	:	
	:	
WOONSOCKET HOUSING AUTHORITY;	:	
And	:	
PATRICK MORGANELLI, in his	:	
official capacity as Executive Director of	:	
the Woonsocket Housing Authority	:	
Defendants.	:	

CONSENT DECREE

WHEREAS, Plaintiff Michelle Milburn (hereafter, "Milburn" or "Plaintiff") resides with her three minor children and her husband, Ronald Milburn (hereafter, "Ronald"), at 528 Elm Street, Woonsocket Rhode Island; and

WHEREAS, Defendant Patrick Morganelli (hereafter, "Morganelli") was the Executive Director of the Woonsocket Housing Authority; and

WHEREAS, Defendant Woonsocket Housing Authority (hereafter, "WHA") is a Public Housing Authority created pursuant to R.I.G.L. § 45-25-1 *et seq.*; and

WHEREAS, since 2001, and up until on or about May 1, 2015, Plaintiff and her family were participants in the Section 8 Housing Choice Voucher Program (hereinafter "HCVP"); and

WHEREAS, since June 2014, and up and until on or about May 1, 2015, Defendant WHA administered the Plaintiff's Section 8 Voucher; and

WHEREAS, on or about May 1, 2015, Defendant WHA terminated the Plaintiff's Section 8 Voucher and stopped paying the Plaintiff's landlord a rental subsidy on the Plaintiff's behalf; and

WHEREAS, subsequent to Defendants' termination of the Plaintiff's Section 8 Voucher Plaintiff filed a Verified Complaint and a Motion for Preliminary Injunctive Relief in the United States District Court, District of Rhode Island, and named Defendants as parties; and

WHEREAS, Plaintiff's Complaint alleged, *inter alia*, that Defendants denied her right to due process under the 14th Amendment of the United States Constitution and violated the federal regulations promulgated by the U.S. Department of Housing and Urban Development (hereinafter "HUD"); and

WHEREAS, Defendants deny the allegations set forth in Plaintiff's Complaint and Motion for Temporary Restraining Order; and

WHEREAS, the Parties agree and acknowledge that this Consent Decree is entered into as part of a compromise and settlement of Plaintiff's Verified Complaint, and that nothing in this Consent Decree nor the Consent Decree itself shall be construed or deemed to be evidence of any admission of any fact, matter or thing.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Damages

A. Defendant WHA agrees to pay Plaintiff the sum of two thousand three hundred and seventy-one dollars (\$2,371.00), which represents the amount Plaintiff over paid for her rent as the result of the WHA's termination of her Section 8 Voucher. Said sum to be paid by check made out to Rhode Island Legal Services, Inc. and Michelle Milburn and delivered to Plaintiff's counsel not later than thirty (30) calendar days from today.

B. Plaintiff agrees to pay Defendant WHA the sum of two thousand four hundred and ninety-nine dollars (\$2,499.00) (hereafter "Balance"), which represents the amount of rental subsidy that WHA overpaid on Plaintiff's behalf prior to WHA's termination of her voucher. The Balance to be paid by Plaintiff via monthly payments of two hundred eight and 25/100 dollars (\$208.25) due on or before the first of each month, starting January 1, 2016, for 12 months. Plaintiff has the right, but not the obligation, to pre-pay the Balance. Plaintiff will be considered in compliance with the Consent Decree so long as the payments made by the Plaintiff towards the Balance meets or exceeds the amount due on the Balance, regardless of whether Plaintiff tenders a payment in any particular month.

2. Reinstatement of Plaintiff in the Housing Choice Voucher Program

Defendants will reinstate the Plaintiff in the WHA's Housing Choice Voucher Program retroactive to May 1, 2015. Defendants shall not terminate Plaintiff's Section 8 Voucher in the future without first providing Plaintiff with adequate notice and the opportunity for a hearing.

3. Mutual Release of Claims

A. Except as otherwise provided herein, Plaintiff hereby releases Defendants from any and all claims, liability, right, demand, suit, matter, obligation, damage, including consequential damages, losses or costs, compensatory damages, punitive damages, injunctive relief, declaratory relief, attorneys' fees and costs, action or cause of action of every nature and description whatsoever, whether known or unknown, suspected or unsuspected, asserted or unasserted, accrued or which may thereafter accrue, which regard, arise out of, or relate to facts giving rise to the subject matter of the Action or Defendants' defense of the Action.

B. Except as otherwise provided herein, Defendants hereby release Plaintiff from any and all claims, counterclaims, liability, right, demand, suit, matter, obligation, damage, including consequential damages, losses or costs, compensatory damages, punitive damages, injunctive relief, declaratory relief, attorneys' fees and costs, action or cause of action of every nature and description whatsoever, whether know or unknown, suspected or unsuspected, asserted or unasserted, accrued or which may thereafter accrue, which regard, arise out of, or relate to facts giving rise to the subject matter of the Action or Defendants' defense of the Action.

4. Implementation and Enforcement

A. No Woonsocket Housing Authority policy, practice or custom shall supersede the terms of this Consent Decree.

B. This Consent Decree is a Final Order that resolves all pending claims, and the Court shall retain jurisdiction to enforce the provisions of this Decree.

/s/ Steven Fischbach
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ENTER:

PER ORDER:


Dated October 2, 2015

NOVEMBER 2, 2015